

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License Agreement") made this 11 day of MAY, 2001 between, KENWOOD GOLF AND COUNTRY CLUB, INC., A DELAWARE CORPORATION (LICENSOR), at Bethesda, Maryland and MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY"); (the LICENSOR and the COUNTY together "the PARTIES").

WITNESSETH

WHEREAS, the Licensor is the Owner of certain property located in Bethesda, Maryland, and more specifically described part of Lot 4, Block 13, Bradley Hills, on a plat of subdivision recorded in the land records of Montgomery County, Maryland in Liber 1508 at folio 462, being part of the Kenwood Country Club, located at 5601 River Road, Bethesda, Maryland, 20816 (hereinafter "the Property").

WHEREAS, the COUNTY is in the process of upgrading its Emergency Communications System to provide full coverage for emergency transmissions throughout the County, and has identified the telecommunications tower located on the Property as a necessary location for some of the COUNTY'S emergency communications antennae and equipment.

WHEREAS, the PARTIES have agreed to enter into a License Agreement, under the Terms of which the Licensor will permit the COUNTY to install and maintain communications antennae on the tower, and to install and operate infrastructure equipment in an equipment shelter at the base of the tower, which is associated with the maintenance and operation of the antennae. The specifications for the antennae that the COUNTY will install on the tower are listed on **Exhibit "A"**, which is attached to this License Agreement and incorporated as if fully set forth.

WHEREAS, the PARTIES desire to enter into this License Agreement to permit the COUNTY to use the Property to maintain communications antennae and equipment and to provide for the payment of compensation to LICENSOR for the COUNTY'S use of the Property for these purposes.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this License Agreement as if fully set forth; and for the payment of ONE DOLLAR (\$1.00) to LICENSOR by the COUNTY; and for payment of fees by the COUNTY to the LICENSOR for the use of the license as provided in this License Agreement; and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. GRANT AND EXTENT OF LICENSE: LICENSOR hereby grants to the COUNTY a nonexclusive License to occupy and maintain, subject to all of the terms of this

License Agreement, for the purpose of the installation and operation of antennae on the tower, as shown in **Exhibit "A"**. In addition, the COUNTY is allowed access to and use of the equipment housed in the COUNTY'S equipment shelter to be placed by the COUNTY at the base of the tower, on approximately 1500 square feet of land, as shown on the Site Plan, which is attached to this License Agreement as **Exhibit "B"**, and incorporated as if fully set forth. The area of the Property subject to this License is referred to as the "License Area" in this License Agreement; the License Area is more clearly shown outlined in red on "**Exhibit "B"**". The COUNTY will have the right of ingress to and egress from the License Area, 24 hours a day, seven days a week, by the existing access road. The License Area is located on LICENSOR'S golf course. The COUNTY agrees, that in entering and leaving the License Area through the course, it shall use reasonable efforts to avoid interfering with play.

2. TERM: The License granted by LICENSOR to the COUNTY is effective for a term of five (5) years, commencing on May 1, 2001, and ending on April 30, 2006 (the "License Term").

3. PAYMENT OF FEES: During the License Terms the COUNTY must pay License Fees in equal monthly installments, as provided in this Paragraph. The fee schedule for the License Term is:

	MONTHLY LICENSE FEES	ANNUAL LICENSE FEES
5/1/2001	\$ 7,000.00	\$ 84,000.00
5/1/2002	\$ 7,350.00	\$ 88,200.00
5/1/2003	\$ 7,717.50	\$ 92,610.00
5/1/2004	\$ 8,103.37	\$ 97,240.44
5/1/2005	\$ 8,508.54	\$ 102,102.46

Each monthly payment must be made in advance of the first day of the month for which it is due, beginning on May 1, 2001, and ending on April 30, 2006 unless extended as per Sec. 4 herein. All checks for the License Fee then due must be made payable to: KENWOOD COUNTRY CLUB, INC. and mailed to:

Ashby Chamberlin, President
Kenwood Country Club
5601 River Road
Bethesda, Md. 20816

LICENSOR will charge the COUNTY a late payment fee of five percent (5%) of the overdue installment for any installment that COUNTY fails to pay within ten (10) calendar days after the first day of the month for which the payment is due. The COUNTY must pay any then due late payment fees as part of the fee installment then currently overdue. The LICENSOR shall have the right to terminate this License for default, and pursue any other legal remedies available to LICENSOR under the laws of the State of Maryland if COUNTY fails to timely pay three or more installments of license fees during any calendar year.

4. RENEWAL: Provided the COUNTY is not in default, this agreement shall automatically renew for three (5) year terms (the "Renewal Terms") unless either party notifies the other party of its intention not to renew in writing at least thirty (30) days prior to the end of the current term. The fee for the first (1st) month of the first (1st) year of the five (5) year extension shall be equal to the fee paid in the 60th month of the original Term plus 5% (MONTHLY FEE) and multiplied by 12 (ANNUAL FEE). The license fee for each succeeding year will be an amount equal to 12 times 105% of the last month's fee of the then current year (ANNUAL FEE).

5. NO ELECTRICAL OR MAGNETIC INTERFERENCE: The COUNTY agrees that it will operate its antennae facility in a manner that will not interfere with any existing communications system of any other licensee sharing the use of the Property. Should any such harmful interference be identified as being caused by the COUNTY's equipment based on acceptable industry engineering practices, the COUNTY will immediately disable the equipment causing the interference and will take every reasonable step to mitigate and eliminate said interference. If the interference is not corrected within 30 calendar days after receipt of notification of said interference, the part of the COUNTY's antennae facility causing the interference will remain disabled, except for limited testing, or will be removed from the Property by the COUNTY. Likewise, the Licensor agrees that if the equipment of any party whose right to use the Property is subsequent in time to the COUNTY's right to use of the Property (as determined by the execution date of this agreement) causes interference with the COUNTY's use of its antennae facility, then the Licensor, upon notification from the COUNTY specifying the interference, agrees to immediately require the interfering party to immediately disable the interfering equipment and to otherwise use its best efforts to eliminate the interference. If the interference is not eliminated within 30 calendar days after the interfering party is so notified, then Licensor will cause the interfering party to remove the interfering equipment from the Property. Should any changes made by Licensor or any future Licensee to the equipment on the Property create interference for the COUNTY, and should such interference not be remedied as set forth herein, the COUNTY will have the right to terminate this agreement upon 30 days' written notification to Licensor. Notification to Licensor will be by certified mail, and will be effective upon receipt of notice by Licensor as evidenced by the return receipt.

The LICENSOR will send written notification of any interference problems caused by the COUNTY to:

Attention: Facilities Services Section
Montgomery County Dept. of Public Works
101 Orchard Ridge Drive, 2nd floor
Gaithersburg, Maryland 20878
Fax No. (240) 777-6047

The COUNTY will send written notification of any interference problems caused by the Licensor or future Licensees to:

Attention: President
Kenwood Country Club
5601 River Road
Bethesda, Md. 20816

6. UTILITY SERVICE: The COUNTY agrees to pay for all costs associated with the operation of the antenna and the related equipment in the equipment shelter located at the base of the tower, including all costs for telephone and electrical wiring and outlets used by the COUNTY. The electric lines or other utilities serving the COUNTY'S Communications Facility must have a separate utility metering to be paid for by the COUNTY.

7. HOLD HARMLESS: Except as limited by law, the COUNTY hereby agrees to indemnify LICENSOR and hold LICENSOR harmless against any claims which may be made against the LICENSOR for loss or damage to persons or property caused solely by the antenna or resulting from the COUNTY'S ingress, egress, or use of the Property or installation, repair or maintenance of the equipment by the COUNTY. This indemnification is limited by the liability and damage caps stated in the Local Government Tort Claims Act, Md. Cts. & Jud. Proc. Code Ann. 5-301, et seq., as amended from time to time (the "LGTC"). This indemnification is not intended to be a waiver of governmental immunity by the County, and is not intended to create any rights or causes of action in third parties. The County shall not be liable for damages or injury occasioned by the acts of omissions of LICENSOR or its agents, or failure to comply with its obligations under this License.

8. INSURANCE: The COUNTY shall have the right to self-insure. The COUNTY is a member of the Montgomery County Self-Insurance Program; Article 20-37 of the Montgomery County Code restricts the legal defense fund to members of the Fund and does not allow for outside entities. The certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$500,000 aggregate and \$200,000 each occurrence and \$20,000 per person, \$40,000 per accident for bodily injury and \$10,000 for property damage for automobile liability and state statute limits for workman's compensation. This insurance policy must be maintained continuously by the COUNTY during the full term of this License Agreement and during any extension of the License Term. The COUNTY shall deliver to LICENSOR a certificate of insurance evidencing the coverage above described within fifteen (15) days after execution of this License Agreement.

9. NON-APPROPRIATION: This License Agreement is subject to the annual appropriation of funds. This License Agreement shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds to operate this project as stated. The COUNTY shall give LICENSOR at least thirty (30) days written notice of the lack of appropriation. LICENSOR shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation.

10. GOVERNING LAW: This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and Montgomery County. Licensee agrees to abide by the non-discrimination in employment provisions in Federal, State and County Law.

11. BROKERAGE FEES AND COMMISSIONS: Licensor represents that it has not retained anyone to solicit or secure this License from Montgomery County, Maryland, and that

no commission or other fees are due to any person or entity as the procuring cause of entering into this License Agreement.

12. NO EMPLOYMENT OF PUBLIC EMPLOYEE: Licensors understand that unless authorized under Section 11-B-46 or 11-B-54 of the Montgomery County Code (1994), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

13. NOTICES: Any Notice given under this License Agreement will be deemed sufficient if certified mail, return receipt requested or delivered by hand by and receipted messenger service or any receipted, nationally recognized commercial or governmental oversight deliver service. Notices to the Parties shall be sent to:

LICENSOR

Ashby Chamberlin, President
Kenwood Country Club
5601 River Road
Bethesda, Md. 20816
Tel: 301-320-3000
Fax: 301-320-3006

COUNTY

Montgomery County Government
Division of Facilities & Services
Leasing Management
101 Orchard Ridge Drive, 2nd floor
Gaithersburg, Maryland 20878
Tel. 240-777-6080/ Fax. 240-777-6047

COPY TO:

Harry W. Lerch
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center (Suite 380)
Bethesda, Md. 20814
Tel: 301-986-1300
Fax: 301-986-0332

14. TERMINATION: The COUNTY may terminate this agreement in the event the COUNTY is unable to obtain needed building or other needed permits or agreements. The COUNTY must give the Licensor a minimum of sixty (60) day's notice of such termination in writing to the LICENSOR.

15. COVENANTS BY THE LICENSOR: The LICENSOR covenants that the LICENSOR has good and sufficient title to the Property; and that the person executing this License Agreement on behalf of the LICENSOR has full authority to enter into and execute this Agreement, and to bind the LICENSOR. The LICENSOR has no knowledge of any liens or judgements affecting the LICENSOR'S title to the Property or of any covenants, easements or

restrictions that prohibit the use of the Property by the COUNTY as set forth above. The COUNTY may choose to obtain an examination and report of title and zoning on the Property prior to the effective date of this License Agreement, and may terminate the License Agreement if the results on any such examination of title and zoning of the Property demonstrates that COUNTY will not be permitted to use the Property for the purposes intended by the Parties.

16. REMOVAL OF EQUIPMENT: The communications antennae, the equipment building and all equipment installed by the COUNTY are and shall remain the property of the COUNTY and upon the expiration or earlier termination of this License agreement, the COUNTY shall, at its sole cost and expense, remove communication antenna and equipment and return the Premises to substantially the condition existing on May 1, 2001, normal wear and tear excepted, or leave it in its improved condition with written consent of LICENSOR.

17. FULL AGREEMENT OF THE PARTIES: This License Agreement contains the entire agreement of the PARTIES. The PARTIES will not be bound by any verbal or oral agreements or understandings that have not been expressly incorporated into this License Agreement.

18. MODIFICATION: This License Agreement can only be modified by a written modification agreement signed by the PARTIES. Any addition or modification to this License Agreement must be made in writing and signed by the PARTIES.

19. BINDING NATURE: The License Agreement shall inure to the benefit of and bind the successors, and assigns of the PARTIES as limited by the terms of this License Agreement.

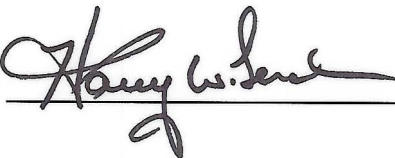
20. NOT A PARTNERSHIP: This License Agreement is intended only to create a License relationship between the PARTIES for the use of the Property. As a result of entering into this License Agreement, KENWOOD COUNTRY CLUB, INC. may not be construed or held to be a partner or joint venture of the COUNTY in the conduct of the COUNTY'S business. The relationship of the PARTIES is and will remain that of LICENSOR and LICENSEE.

21. COUNTY'S ADDITIONAL ANTENNAS: The COUNTY can, after review and scheduling with American Tower Corp., install the planned additional equipment as listed on **Exhibit "C"** (the "Additional Equipment"). Upon the start of installation of the Additional Equipment, the License Fee shall increase by \$100.00 per month per each additional appliance, antenna, or piece of equipment installed on the tower by the COUNTY.

SIGNATURE PAGE TO FOLLOW


IN WITNESS WHEREOF, the PARTIES have executed this License Agreement on the date first above written.

WITNESS:

BY: 

LICENSOR:

KENWOOD GOLF AND COUNTRY CLUB, INC.

BY: 
Ashby L. Chamberlin

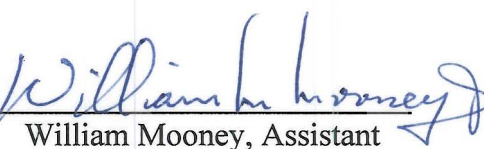
Date: 11/15/2001

WITNESS:

BY: Rebecca S. Domaruk

COUNTY:

MONTGOMERY COUNTY, MARYLAND

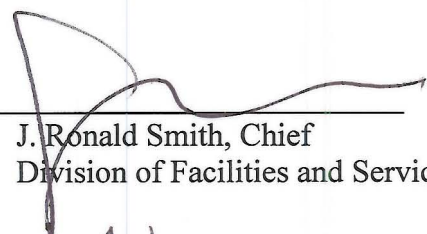
BY: 
William Mooney, Assistant
Chief Administrative Officer

Date: 5/9/01

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

BY: 

RECOMMENDED BY:

BY: 
J. Ronald Smith, Chief
Division of Facilities and Services

Date: 5/3/2001

Date: 5/3/2001

EXHIBIT "A"

Antenna information is as follows:

Antenna .Function	Antenna Type	# of Antenna	Cable Type	Height	Orientation
800 MHz Receive	BMR12-A	1	7/8" LDF	215 Ft.	315 Degrees
800 MHz Transmit	BMR12-A	3-1F	15/8" LDF	190 Ft.	315 Degrees
VHF Paging	DB-224E	1	15/8" LDF	190 Ft.	240 Degrees
VHF Simulcast	DB-224E	1	15/8" LDF	190 Ft.	240 Degrees
PG Mutual Aid	TDDD7280	1	"1/2" LDF	215 Ft.	120 Degrees
Data Tx/RX	S2-973A	1	15/8" LDF	190 Ft.	330 Degrees

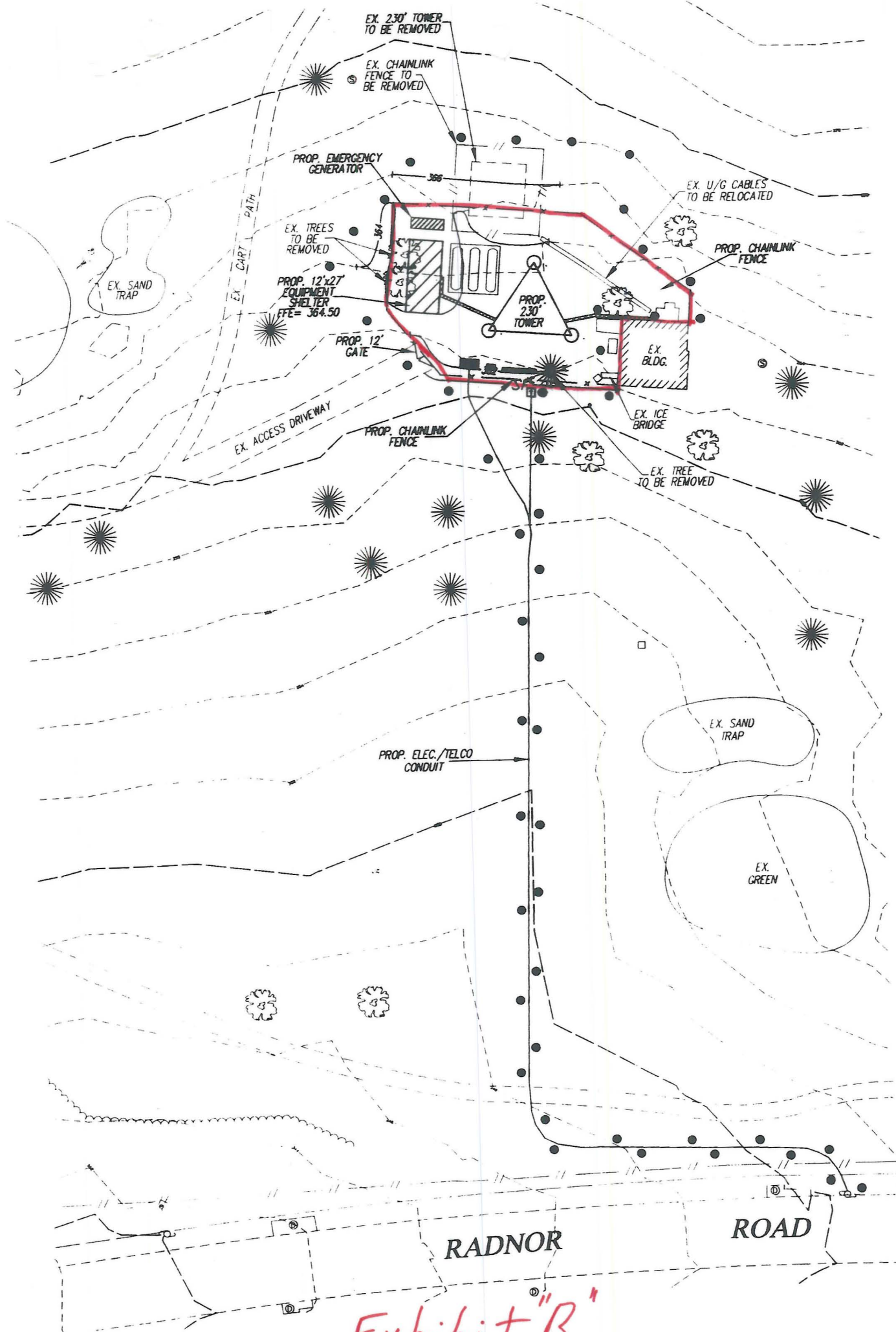


Exhibit "B"

Montgomery County, Maryland EXHIBIT "C"

Montgomery County, Maryland requests that tower space identified below be reserved for future expansion of its 800 MHz radio and data systems use of the proposed and accepted tower located at the Kenwood Golf and Country Club. Montgomery County's expanded use of the facility will include only the addition of antennae and associated coaxial cable runs into the equipment shelter. The additional antennas that would be potentially installed would approximate the dimensions of the currently designated "data" and "transmit" or "receive" antennas referenced to in Exhibit "A".

Future Expansion (potential additional antenna installation)

At 170 foot height: future (additional) data antenna

At 190 foot height: future (additional) transmit or receive antenna

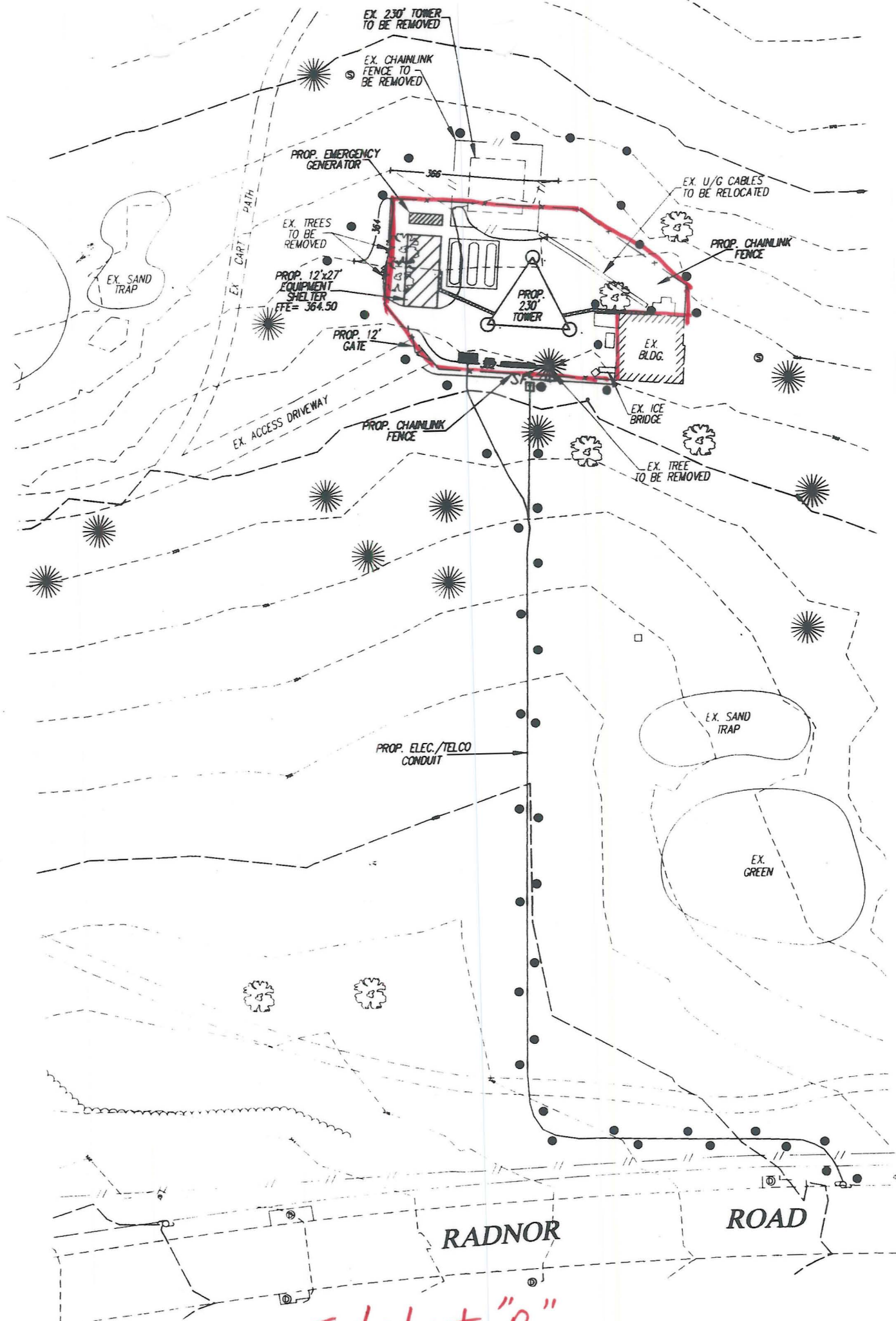


Exhibit "B"